



**Grant County  
Central Services**

P O Box 37  
Ephrata WA 98823  
(509) 754-2011 Ext-3276

To: Board of County Commissioners  
Re: Authorization for Short Plat, New GC Jail

September 28, 2023

One part of the process of the new justice facility is the requirement to plat our parcels before annexation to the city. I have received a quote from the engineering firm that can perform this work in the time allotted. We contacted three firms, and Western Pacific Engineering provided the best price and availability. Their quote is \$11,180.00 and will be funded from the jail construction bond fund 313.

We currently have three parcels that we purchased. Parcel Numbers 160853000, 160866003, & 160866002. This cost includes a four-parcel short plat that will create a new parcel from the “panhandle” portion of our parcel 160866002 that has been offered for sale to the City of Ephrata.

The cost also includes the shrub-steppe survey for the entire property. I am asking the Board to approve this work so we may continue developing the land where our new justice center will be constructed.

Respectfully,

*Tom Gaines*

Tom Gaines  
Director, Grant County WA  
Central Services Department

Tom Gaines  
Director of Central Services  
tgaines@grantcountywa.gov

September 27, 2023

Grant County  
Attn: Tom Gaines  
35 C St NW  
Ephrata, WA 98823

### Work Order – Short Plat, Shrub Steppe Assessment

Assumptions/  
Background:

1. Tom Gaines with Grant County has requested that Western Pacific Engineering and Survey, Inc. (WPES) provide Professional Surveying Services for the project to be located on Parcel Nos. 16-0853-000, 16-0866-002, and 16-0866-003 within a portion of Section 22, Township 21 North, Range 26 East, W.M. Grant County, Washington.
2. The Scope of Work shall include a 4 Lot Short Plat and a Shrub Steppe Assessment.
3. Client wishes to subdivide above parcels to create specific lots for the new Jail Site, Ephrata City Hall, and the remaining property to be for potential future surplus use.
4. WPES assumes client approves of an approximate four (4) month timeline of start date.
5. WPES excludes from this service agreement:
  - Road Design
  - Septic Site Registration
  - Wetland Delineation
  - Cultural Resource Study
6. WPES assumes a well log(s) is readily available. If not available, client acknowledges it will be their responsibility to obtain one.
7. Client will be required to sign a “Contract for Search Services” form to obtain responsibility of associated fees in order for WPES to request a Plat Certificate with any underlying documents from a local Title Company. Plat Certificates are required for both internal research and agency review.
8. Project to be billed at point of completion if client decides not to proceed with outlined scope of work.
9. Any additional scope of work requested by client that is not defined in this formal agreement can be included on a separate task order. Additional fees may occur.
10. WPES is not the approval entity thus cannot guarantee any portion of this project’s approval; however, WPES will make every effort to accommodate this project through approval.
11. Any and all associated fees and taxes will be paid for by client. WPES is able to pay these fees if it pleases the client; however, a 20 percent charge will be collected.
  - Anticipated fees include, although may not be limited to, Recording and Conforming fees at County Auditor & Grant County submittal fees.

Scope of  
Work:

**1. Short Plat**

a. Data Collection/Professional Opinion

- Data collection, deed review for subject property, and deed review for surrounding properties when applicable. Further information may be requested from the Title Company and/or client.
- A Professional Land Surveyor (PLS) will send a survey party to perform cadastral survey, which will reference monumentation up to four square miles on the subject property. If this does not satisfy the location of appropriate reference monumentation, a change of scope may be necessary. A widened geographical area would facilitate a larger amount of field time.
- Post-cadastral survey, a site-specific field survey including the identification of localized monumentation, such as property pins, fence corners, or other, will aid in the utilization for property determination.
- A Professional Land Surveyor (PLS) will take the above recovered data and translate/calculate. This information will lead to his/her ultimate professional opinion of property determination.

b. Rough Draft Mapping

- A rough draft map/sketch will be supplied to client to superimpose their desired final location of property lot lines.

c. Pre-Application Meeting, *if required*.

- A meeting will take place with the governing entity to ensure conformance with current standards. This meeting typically is scheduled for two weeks post an appropriate rough draft map.
- Variance, waiver, or deferral recommendations may be suggested post this meeting. If a modification is required or suggested, this would add an approximate 90-day timeline to your project. However, this could have significant cost reductions and ultimately save both time and money if one of these processes is utilized.

d. Drafting Maps

- WPES will draft maps to identify existing boundary determinations, as well as produce maps with the proposed property lot lines for application. These maps will be utilized for submittal.

e. Application

- Applications will be prepared by administrative staff at WPES for the Short Plat process. Additionally, administration shall track your application through the approval process.

f. Submittals

- Submittal packets will be organized and packaged for submittal, as well as a copy for client's personal record.
- Client is recommended to route submittal to entity, although exceptions may be considered.

g. Review Comments

- The review comments from the governing entity will be evaluated. Corrective editing will be made by WPES. In some circumstances, client may need to produce additional documentation to the satisfaction of aforementioned entity.

h. Lot Pinning

- 5/8-inch rebar will be placed at the new property corners as necessary to facilitate appropriate marking and identification of said corners.



- i. Client Responsibility
  - Client/developer has responsibilities to ensure review comments are complied with as there are typically a multitude of developer concerns.
- j. Electronic Submittals
  - Electronic Submittals will be sent to the governing entity for their final review to ensure compliance with the previously made review comments.
- k. Mylar
  - Mylar (plastic-like documents) will be produced for final submittal with County Auditor and ultimately at Department of Natural Resources.

- 2. **Shrub Steppe Assessment**
  - a. Professional Biologist services to complete a Shrub Steppe Assessment survey on Parcel Nos. 16-0853-000, 16-0866-002, and 16-0866-003. The Assessment will be conducted to determine if the parcels are in compliance with the Grant County Critical Area Ordinance.
  - b. This scope of work excludes the following:
    - Mitigation associated with the proposed impact.

- Schedule:
- 1. WPES will make every effort to meet the required deadlines put forth by any permitting agency.
  - 2. WPES is pleased to work in cooperation with Grant County. We look forward to exceeding expectations.

- Deliverables
- 1. In-office and field surveying
  - 2. Pinning of new property corners
  - 3. Preliminary submittal, applications, preliminary layout
  - 4. Final submittal, applications, final layout
  - 5. Conformed copy of final layout, *up to two copies*
  - 6. Shrub Steppe Assessment Report, *up to one copy*
  - 7. PDF Formats, *if requested*

- Level of Effort & Cost Estimate:
- 1. The proposed LOE is estimated at an overall fee of (see below) **\$11,180.00.**

Job		Total Cost
Short Plat	\$	6,500.00
Shrub Steppe Assessment	\$	4,680.00
<b>TOTAL:</b>	<b>\$</b>	<b>11,180.00</b>



This effort will be performed in accordance with the provisions of Western Pacific Engineering & Survey, Inc. **By signing below, I have acknowledged and fully understand the described Scope of Work to be delivered.** Project costs for this Work Order are not to exceed **\$11,180.00** without specific written authorization.

**Work Request Approval by Requesting Party:**

\_\_\_\_\_

Written Name

\_\_\_\_\_

Title

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

(Please forward a copy of the completed form to Western Pacific Engineering & Survey, Inc.)

\*The client is responsible to do his/her own due diligence for the feasibility of the overall project. The overall cost may increase due to unforeseen circumstances beyond WPES' control. The approval of this project is ultimately determined by the governing agency. The client is responsible for all application, review, filing, etc. fees required for project completion. These prices are subject to change after two years of the date of the original proposal. This offer is made with the assumption of completion, whereby, prices may vary if the project is cancelled or if it becomes stagnant. Billings will be made monthly for the portion of work done to date. Payment shall be due within 30 days of billing unless prior arrangements have been made. This service shall bear interest at the rate of 1.5% per month on the unpaid balance, commencing 30 days from date of initial billing. A minimum charge of \$1.00 per month shall be charged to all past-due accounts. Should the account be referred to an attorney or collection agency for collection, the undersigned shall pay reasonable attorney's fees and collection expenses. WPES reserves the right to lien your property for any unpaid balances until the time your balance is paid in full.



1. **AUTHORIZATION TO PROCEED.** Signing this Agreement shall be construed as authorization by CLIENT for WPE&S to proceed with the Services, unless otherwise provided for in this Agreement.

2. **LABOR COSTS.** In the event WPE&S' compensation is calculated by reference to WPE&S' Labor Costs, Labor Costs shall be the amount calculated by the number of hours actually worked by each of WPE&S' employees on CLIENT's Project, multiplied by an amount charged for each such employee's work, which is calculated by dividing each such employee's annualized, non-overtime compensation (whether salary or paid to such employee at an hourly rate, as the case may be) by 2,080 hours per year.

3. **DIRECT EXPENSES.** WPE&S' Direct Expenses shall be those costs incurred on or directly for the CLIENT's Project, including but not limited to necessary transportation costs including mileage at WPE&S' current rate when its automobiles are used, meals and lodging, laboratory tests and analyses, computer services, word processing services, telephone, printing, and binding charges. Reimbursement for these expenses shall be on the basis of actual charges when furnished by commercial sources and on the basis of usual commercial charges when furnished by WPE&S.

4. **OUTSIDE SERVICES.** When technical or professional services are furnished by an outside source, when approved by CLIENT, an additional amount shall be added to the cost of these services for WPE&S' administrative costs.

5. **COST ESTIMATES.** Any cost estimates provided by WPE&S will be on a basis of experience and judgment. Since WPE&S has no control over market conditions or bidding procedures, WPE&S does not warrant that bids or ultimate construction costs will not vary from these cost estimates.

6. **PROFESSIONAL STANDARDS.** WPE&S shall be responsible to the level of competency presently maintained by other practicing professionals in the same type of work in CLIENT's community, for the professional and technical soundness, accuracy, and adequacy of all design, drawings, specifications, and other work and materials furnished under this Agreement. If after completion of the Services the CLIENT can demonstrate that the Services hereunder fail to conform to such standards, WPE&S will re-perform the deficient Services at no cost to the CLIENT, and WPE&S shall have no liability for repair or replacement, construction rework or other costs. WPE&S makes no warranty, expressed or implied.

7. **ADDITIONAL SERVICES.** Services in addition to those specified in Scope of Services will be provided by WPE&S if authorized in writing or otherwise confirmed by CLIENT. Additional services will be paid for by CLIENT as indicated in any Letter of Proposal, Task Authorization, or such other document as deemed appropriate by CLIENT and WPE&S. In the absence of an express agreement about compensation, WPE&S shall be entitled to an equitable adjustment to its compensation for performing such additional services.

8. **SALES TAX.** In addition to any other sums or amounts required to be paid by CLIENT to WPE&S pursuant to this Agreement, CLIENT must also pay to WPE&S the amount of any applicable sales, use, excise or other tax with respect thereto (other than any general income tax payable by WPE&S with respect thereto) as the same may be levied, imposed or assessed by any federal, state, county or municipal government entity or agency.

9. **LIMITATION OF LIABILITY.** Excluding WPE&S' liability for bodily injury or damage to the property of third parties, the total aggregate liability of WPE&S arising out of the performance or breach of this Agreement shall not exceed the compensation paid to WPE&S under this Agreement. Notwithstanding any other provision of this Agreement, WPE&S shall have no liability to the CLIENT for contingent, consequential, or other indirect damages including, without limitation, damages for loss of use, revenue, or profit; operating costs and facility downtime, however the same may be caused. The limitations and exclusions of liability set forth in this Article shall apply regardless of the fault, breach of contract, tort (including negligence), strict liability or otherwise of WPE&S, its employees, or sub-consultants.

10. **DISPUTE RESOLUTION.** All disputes arising out of this Agreement shall be mediated by the parties within a reasonable time after the first request for mediation, prior to either party filing a suit in a court of law, provided, however, that neither party shall be obligated to mediate prior to requesting injunctive relief.

11. **ASSIGNMENT TO RELATED ENTITY.** Notwithstanding anything in this Agreement to the contrary, in the event WPE&S is not qualified and licensed in the relevant jurisdiction to provide any Services required hereunder, WPE&S may, without the consent of any other party, assign all or any part of its obligation to provide such Services to an entity related to WPE&S which is qualified and licensed to provide such Services in the jurisdiction involved and which is contractually bound to WPE&S to provide such Services

12. **PAYMENT TO WPE&S / INTEREST ON PAST-DUE AMOUNTS.** Monthly invoices will be issued by WPE&S for all Services performed under the terms of this Agreement. Invoices are due and payable net 15 days. CLIENT agrees to pay interest at the rate of 1.5% per month on all past-due amounts, unless not permitted by law. Any interest charged or collected in excess of the highest legal rate will be applied to the principal amount owing to WPE&S, and if such interest exceeds the principal balance of CLIENT's indebtedness to WPE&S, will be returned to CLIENT.

13. **TERMINATION FOR NON-PAYMENT OF FEES.** Without limiting any other remedy that may be available, WPE& may stop work or terminate this Agreement if CLIENT has not cured a payment default within 7 days after receipt of written notice from WPE&S. Any failure to make a payment within the time required in Article 12 above shall constitute a payment default. Notice by e-mail or fax, followed by overnight courier, and shall meet this notice requirement. WPE&S' right to stop work or terminate this Agreement shall not be waived by WPE&S' continued performance during any period of investigation by WPE&S to determine the reasons for CLIENT's nonpayment.

14. **LEGAL EXPENSES.** In the event legal action is brought by WPE&S to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, CLIENT shall pay WPE&S reasonable amounts for fees, costs and expenses as may be set by the court.

15. **CONSTRUCTION PHASE SERVICES.** If this Agreement includes the furnishing of any Services during the construction phase of the project, the following terms will apply: a) If WPE&S is called upon to observe the work of CLIENT's construction contractor(s) for the detection of defects or deficiencies in such work, WPE&S will not bear any responsibility or liability for such defects or deficiencies or for the failure to so detect. WPE&S shall not make inspections or reviews of the safety programs or procedures of the construction contractor(s) and shall not review their work for the purpose of ensuring their compliance with safety standards. (b) If WPE&S is called upon to review submittals from construction contractors, WPE&S shall review and approve or take other appropriate action upon construction contractor(s)' submittals such as shop drawings, product data and samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents. WPE&S' action shall be taken with such reasonable promptness as to cause no delay in the work while allowing sufficient time in WPE&S' professional judgment to permit adequate review. Review of such submittals will not be conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities. (c) WPE&S shall not assume any responsibility or liability for performance of the construction services or for the safety of persons and property during construction or for compliance with federal, state, and local statutes, rules, regulations and codes applicable to the conduct of the construction services. WPE&S shall have no influence over the construction means, methods, techniques, sequences, or procedures. Construction safety shall remain the sole responsibility of the construction contractor(s). (d) All contracts between CLIENT and its construction contractor(s) shall contain broad form indemnity and insurance clauses in favor of CLIENT and WPE&S, in a form satisfactory to WPE&S.

16. **SEVERABILITY.** In case any one or more of the provisions contained in this Agreement shall be held illegal, the enforceability of the remaining provisions contained herein shall not be impaired thereby.

17. **FORCE MAJEURE.** Any delays in or failure of performance by WPE&S shall not constitute breach hereunder if and to the extent such delays or failures of performance are caused by occurrences beyond the reasonable control of WPE&S. In the event that any event of force majeure as herein defined occurs, WPE&S shall be entitled to a reasonable extension of time for performance of its Services under this Agreement.

18. **ELECTRONIC MEDIA.** (a) As a component of the services provided under this Agreement, WPE&S may deliver electronic copies of certain documents or data (the "Electronic Files") in addition to printed copies (the "Hard Copies") for the convenience of CLIENT. CLIENT and its consultants, contractors and subcontractors may only rely on the Hard Copies furnished by WPE&S to CLIENT. If there is any discrepancy between any Electronic File and the corresponding Hard Copy, the Hard Copy controls. (b) CLIENT acknowledges that Electronic Files can be altered or modified without WPE&S' authorization, can become corrupted and that errors can occur in the transmission of such Electronic Files.

19. **THIRD PARTY BENEFICIARIES.** Except to the extent any claims alleging negligence are asserted directly against any WPE&S employee wherein such WPE&S employee shall be deemed a third-party beneficiary to this Agreement and the protections in favor of WPE&S, there are no third-party beneficiaries to this Agreement